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PRESS TENDER NOTICE

**DELHI DEVELOPMENT AUTHORITY
INVITATION TO BID OR CONSULTANCY**

NIT No. 16/EE/ND-10/DDA/2007-08/

The Executive Engineer, Northern Division -10, New Delhi, on behalf of the Chairman, DDA invites applications for appointment of firms/consultants of repute and bid for the following work:

S.No.	Name of work	Time allowed	Estimated cost	Last date of sale
			Earnest money	Last date of opening
			Tender cost	
1.	Consultancy service for conducting environment impact assessment as per Govt. of India Impact Assessment Notification 1994 as amended from time to time for the development of Bhalswa Lake Complex area. 47/EE/ND-10/DDA/2007-08	6 Months	Rs.235000/- Rs. 4700/- Rs. 500/-	25.1.2008 30.1.2008

Consultants who fulfill the following requirements shall be eligible to apply.

Eligibility Criteria:-

- a) The applicant should have satisfactorily completed consultancy services for Environment Impact Assessment Works in Urban Township Projects/ Industrial Projects or Infrastructure Projects with consultancy fee as given under during the last seven years ending the last day of the month Nov., 2007.
 1. Works of Rs. 1.20 lacs each or
 2. Works of Rs. 1.50 lacs each or
 3. Work of Rs. 2.40 lacs.
- b) Joints venture/consortium with proper memorandum of understanding (MOU) clearly including the lead member and distribution of scope of services amongst the members are also eligible to apply.

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c) Minimum staff strength:	
Chemical/Environment/Public Health Officer	1
Chemical Analyst	1
Civil Utility Engineer	1
Ecologists	1
Surveyors	2

Application for tender documents will be received in the office of the Executive Engineer, Northern Division No.10, DDA office complex, Ashok Vihar, Ph.1, Delhi-52 up to 3.00 P.M. on 25.1.2008 payment of Rs. 500/- cash (non-refundable) for the cost of prequalification. The application shall also be accompanied by an earnest money deposit (refundable to the unsuccessful bidders) of aforesaid amount in favour of Sr. A.O./CAU(NZ)/DDA in the form a Call Deposit or demand draft or FDR of a Schedule Bank Guaranteed by Reserve Bank of India.

The tender document shall be issued to the consultant by Executive Engineer, ND-10, DDA up to 25. 1. 2008.

The tender documents will be received up to 3.00 P.M. on 30.1.2008 at Vikas Minar Ground Floor, I. P. Estate, New Delhi and opened at 3.30 P.M. on the same day by Executive Engineer, Northern Division No.10/DDA.

[Signature]
18.1.08
Executive Engineer
N.D.10/DDA W

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**DELHI DEVELOPMENT AUTHORITY
NORTH ZONE**

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Notice Inviting Tender Number:- 47/EE/ND-10/DDA/2007-08/

NAME OF WORK	Consultancy service for conducting environment impact assessment as per Govt. of India Impact Assessment Notification 1994 as amended from time to time for the development of Bhalswa Lake Complex.
Earnest Money	Rs. 4700/-
Security Deposit	@ 5% of tendered amount
Time allowed	6 months (Six months)
Certified that this N.I.T. contains pages	1 to ---

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This NIT is approved containing pages 1 to ____.

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PRESS TENDER NOTICE

DELHI DEVELOPMENT AUTHORITY INVITATION TO BID OR CONSULTANCY

The Executive Engineer, Northern Division-10, New Delhi, on behalf of the Chairman, DDA, invites applications for appointment of firms/consultants of repute and bid for the following work:

S.NO.	NAME OF WORK	PERIOD OF COMPLETION	EARNEST MONEY	ENGINEER IN-CHARGE
1.	Consultancy service for conducting environment impact assessment as per Govt. of India Impact Assessment Notification 1994 as amended from time to time for the development of Bhalswa Lake Complex.	6 Months	Rs. 4700/-	EE/ND-10/DDA

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Consultants who fulfill the following requirements shall be eligible to apply.

Eligibility Criteria :-

- a) The applicant should have satisfactorily completed consultancy services for Environment Impact Assessment Works in Urban Township Projects / Industrial Projects or Infrastructure Projects with consultancy fee as given under during the last seven years ending the last day of the month Nov., 2007.

- 1 Works of Rs. 1.20 lacs each or**
2 Works of Rs. 1.50 lacs each or
3 Work of Rs. 2.40 lacs

- b) Joint venture/consortium with proper memorandum of understanding (MOU) clearly indicating the lead member and distribution of scope of services amongst the members, are also eligible to apply.

- c) Minimum staff strength:

Chemical/Environment/Public Health Engineer	1
Chemical Analyst	1
Civil Utility Engineer	1
Ecologists	1
Surveyors	2

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Application for tender documents will be received in the office of the Executive Engineer, Northern Division No. 10, DDA office Complex Ashok Vihar, Ph-I, Delhi-52 upto 3.00 P.M . on 25-01-2008 Payment of Rs.500/- cash (non-refundable bidders) for the cost of prequalification. The application shall also be accompanied by an Earnest Money deposit (refundable to the unsuccessful bidders) of aforesaid amount in favour of Sr. A.O.CAU(NZ), DDA, in the form of a Call Deposit Receipt or [Demand Draft of FDR of a Schedule Bank Guaranteed by Reserve Bank of India.

The Technical/Financial documents shall be issued to the consultant by the Executive Engineer, Northern Division No. 10, DDA upto 3.00 P.M. on 25-01-2008.

The Technical Bid and Financial Bid duly supported by prescribed annexure should be submitted in sealed envelope duly super scribed with the name of work and "Not to be opened before the due date". The Technical Bid and Financial Bid shall be placed in sealed envelope duly marked. "Technical Bid" and "Financial Bid". These two envelopes shall be placed and sealed in one envelope and submitted as mentioned above. The Technical Bid and Financial Bid will be received upto 3.00 P.M. on 30-01-2008 by Executive Engineer, Northern Division No. 10, DDA, for all the packages and Technical Bid will be opened on the same day at 3.30 P.M.

Bids shall remain valid for period of 90 days from the last date of receipt of bid.

**EXECUTIVED ENGINEER
NORTHERN DIVISION NO.10/DDA
ASHOK VIHAR,DELHI-110052**

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PART-I**LETTER OF TRASNMITTAL OF POST-QUALIFICATION DQUMENTS**

The Executive Engineer

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Subject: Consultancy services services for conducting environment impact assessment as per Ministry of Environment and Forest, Govt. of India Impact Assessment Notification 1994 as amended upto date for development Bhalswa Lake Complex. Area 92 Hac. (approx.)

The works are situated in Delhi, New Delhi.

General features and major components of the work are indicated in the Terms of Reference.

Sir,

Having examined the details given in Tender Notice and Tender Document and other relevant documents for the above work. I/We hereby submit the post-qualification :-

1. I/We hereby certify that all the statements made and. information supplied in the enclosed forms A, B, C, D, D-1, D-2, E, F and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for post-qualification and have no further pertinent information to supply.
3. I/We submit the requisite certificate regarding annual financial turnover and authorize the executive engineer. Northern Division-10, DDA Office Complex, Ashok Vihar, Phase-I, Delhi-1 10052, to verify the same to conform the correctness thereof.

Enclosures :
Sale of Applicant

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Date of Submission

SIGNATURE (S) APPLICANT (S)

SECTION -I

BRIEF PARTICULARS OF THE WORK

Salient details of the work for which Post-qualification papers and Financial Proposals are invited are as under :

Consultancy services for conducting environment impact assessment as per Ministry of Environment and Forest, Govt. of India Impact Assessment Notification 1994 as amended upto date for development of Bhalswa Lake Complex.

The works are situated in Delhi, New Delhi.

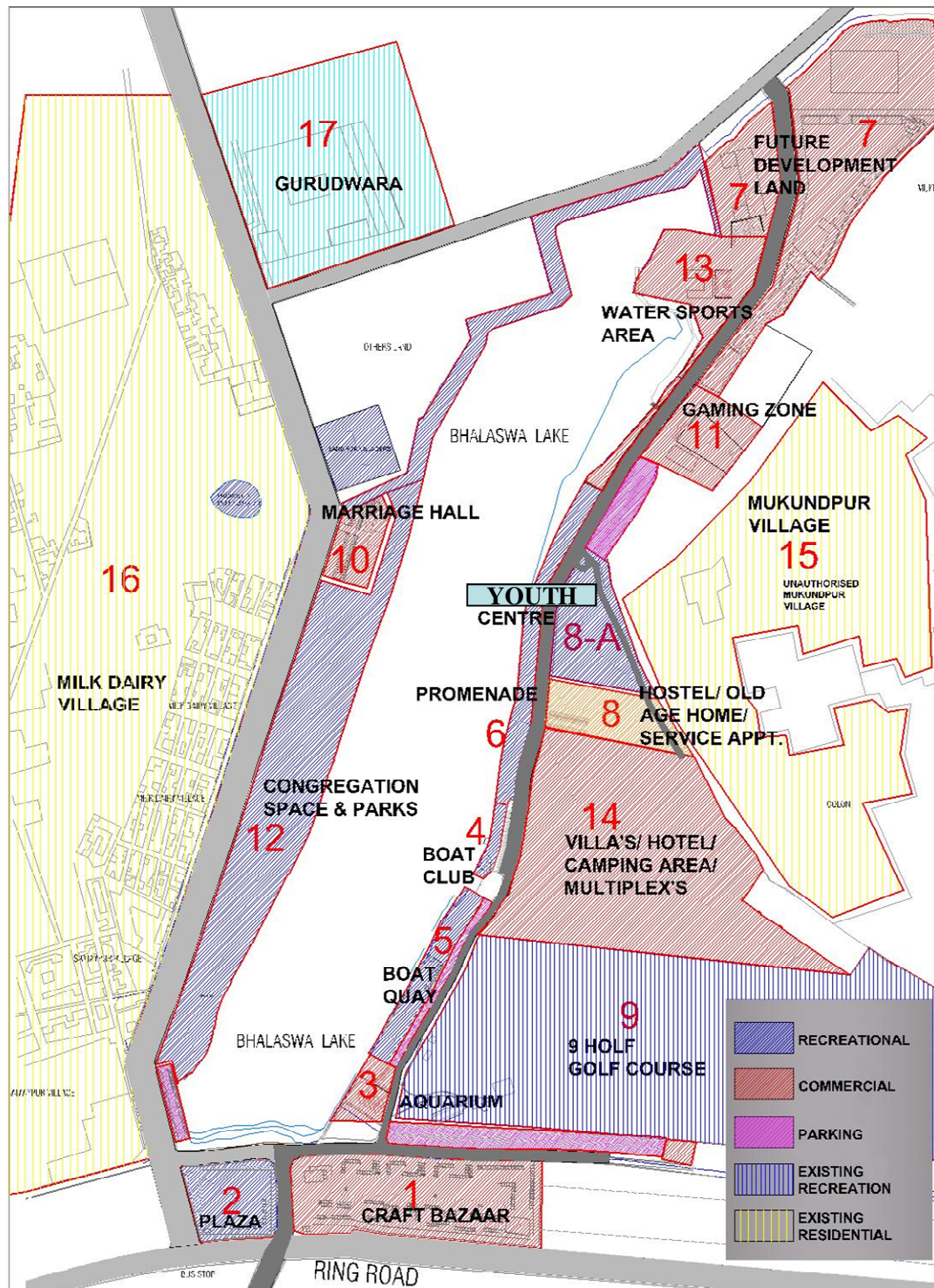
General features and major components of the work are indicating in terms of Reference at page

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DEVELOPMENT THEME – ZONING PLAN – 9 HOLE G.C



SKDAS
ARCHITECTS

BHALASWA LAKE DEVELOPMENT PROJECT

I.D.F.C. INFRASTRUCTURE DEVELOPMENT FINANCE COMPANY LTD.

PROPOSED AREAS

DATE:

SCALE: 1 : 5000



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SECTION-II

INFORMATION & INSTRUCTIONS FOR APPLICANTS

1. GENERAL

Format of letter of transmittal and forms are given in the section IV.

- 1.1 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reasons, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "Nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in the case of the applicant, it should be stated as "not applicable". The applicant are cautioned that not giving complete information called for in the applicant forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified, and will be debarred for any future work of DDA.
- 1.2 Applicants made by telegram or telex and those received late will not be entertained.
- 1.3 The applicant should be neatly-written. The applicant should sign each page of the applicant.
- 1.4 Overwriting should be avoided. Correction, if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the post-qualification, documents are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of proposal unless it is called for by the Executive Engineer.

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- 1.6 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in DDA.

2. Visit

The applicant is advised to visit the sites of work at his own and examine it and its surrounding to collect all information that he considers necessary for proper assessment of prospective assignment

3. INITIAL CRITERIA FOR ELIGIBILITY FOR POST-QUALIFICATION

- 3.1. The applicant should have satisfactorily completed consultancy services for Environment Impact Assessment Works in Urban Township Projects / Industrial Projects or Infrastructure Projects with consultancy fee as given under during the last seven years ending the last day of the month Nov., 2007.

3 Works of Rs. 1.20 lacs each or

2 Works of Rs. 1.50 lares each or

1 Work of Rs. 2.40 lacs

- 3.2 Joint venture / consortium with proper memorandum of understanding (MOU) clearly indicating the lead member and distribution of scope of services amongst the members, are also eligible to apply.
- 3.3 The applicant should arrange all the equipment and instruments etc. as required for proper and timely execution of the work.
- 3.4 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these will be involved in this work. He shall identify key personnel having sufficient experience in Environment Impact Assessment works in the proposed work.

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3.5 The applicant /joint ventures/consortium should have the following minimum staff strength:

e) Minimum staff strength :

Chemical/Environment/Public Health Engineer

Chemical Analyst 1

Civil Utility Engineer 1

Ecologists 1

Surveyors 2

3.6 The minimum staff requirement or minimum criteria given in Para 3.1 to 3.5 is applicable only for submitting bids by the intending bidders but doesn't make them automatically pre-qualified for the technical evaluation of their bids.

4.0 EVALUATION CRITERIA FOR POST-QALIFICATION AND FIANCIALBID.

Applicants will be evaluated in the following manner :

4.1 The initial criteria prescribed in Para 3 above in respect of experience of similar class of works completed, financial turn over, etc. will first be scrutinized and the applicant's eligibility for post-qualification for the work will be determined.

4.2 The applicants qualifying the initial criteria as set out in Para 3.1 to 3.5 above will be evaluated for following criteria by scoring method on the basis of details furnished by them :

(a) Experience in similar nature of work during, the last seven years (Form A) and on going projects (Form B) 60 Marks

(b) Personnel and Establishments (Form C, D, D1 & D2) 30 Marks

(C) Work programme and time schedule for the project (Form E) 10 Marks

Total 100 Marks

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- 4.3 To Pre-qualify for the work the applicant must secure individually at least fifty percent marks in criteria (a) to (c) above and sixty percent marks in aggregate.
- 4.4 Financial proposals of only those applicants will be opened who have post-qualified, i.e. those applicant who have secured at least the minimum score as mentioned above.
- 4.5 While evaluating financial bids, the technical proposals shall be given a weight-age of 70% and financial proposals shall be given a weight-age of 30%.
- 4.6 The technical & financial proposals shall be evaluated by Evaluation Team to be constituted by C.E.(NZ),DDA.

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SECTION-III

Terms of Reference

NAME OF WORK : Consultancy services for conducting environment impact assessment as per Ministry of Environment and Forest, Govt. of India Impact Assessment Notification 1994 as amended upto date for development of Bhalswa Lake Complex. Area 92 Hac. (approx.)

GENERAL TERMS & CONDITIONS FOR CONSULTANCY WORK

1.0 DEFINITIONS:

For the purpose of agreement, the following words and expressions shall have the meaning's hereby assigned to them except where the context otherwise requires:

- i) 'Employer'¹ means the Chairman, DDA, which expression shall unless excluded by or repugnant to the context include Employer's representative.
- ii) "Employer's representative" means the concern zone. Chief Engineer, DDA, New Delhi of package or any other person authorized by him/her, who would be in charge of the work and would sign the agreement on behalf of the Chairman, DDA.
- iii) 'Approved' means approved by Employer's representative in writing including subsequent confirmation of previous approval and 'Approval' means approved by Employer's representative in writing.
- iv) "Engineer-in-charge" means the Concerned Executive Engineer, DDA in charge of package.
- v) "Consultant" means the person, firm / or company who has the requisite experience of such works based on standards norms / specifications and would quote for tender / quotation for the subject work.
- vi) "Agreement" means the formal .agreement executed between the Employer and the consultant, consisting of the tender on the 'tender

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document', any other letter by the consultant subsequent to the tender, letter of acceptance thereof including the terms and conditions for consultancy work, N.I.T. and press notice.

- vii) "MOEF" means the Secretary, Ministry of Environment and Forests or any Committee/ Authority/Persons(s) authorized by him/her who would look after the environmental clearance and or Environment Impact Assessment work in the Ministry of Environment and Forests.
- viii) "CPCB" means the Chairman, Central Pollution Control Board or any person authorized by him/her who would look after the Environment Clearance and or Environment Impact Assessment work in the Delhi Pollution Control Board.
- ix) "SPCB" means the Chairman, State Pollution Control Board or any person authorized by him/her who would look after the Environment Clearance and or Environment Impact Assessment work in the Delhi Pollution control Board.

2.0 BRIEF HISTORY

- 2.1 Delhi Development Authority need consultant for the proposed consultancy services for conducting environment impact assessment as per Ministry of Environment and Forest, Govt. of India Impact Assessment Notification 1994 as amended upto date for development of Bhalswa Lake Complex.
- 2.2 As per MOEF notification No. S060 (E) dated 27.01.94 read with notification no. S0801 (E), the said proposed projects are "new projects" and thus have to be accorded environmental clearance by the Ministry of Environment and Forests, New Delhi.

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FORM-A

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS
ENDING LAST DAY OF THE MONTH OF NOV., 2007**

S. No.	Name of work/ Project & Location	Owner of Sponsoring Organization	Cost of Environment Work (in Lacs)	Date of Commencemen t as per Work (in Lacs)	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ in progress with details	Name and address/ No. of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

SIGNATURE(S) OF APPLICANT(S)

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FORM-B**DETAILS OF ALL ONGOING WORKS OF SIMILAR CLASS**

S. No.	Name of work/ Project & Location	Owner of Sponsoring Organization	Cost of Environment Work (in Lacs)	Date of Commencement as per Work (in Lacs)	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ in progress with details	Name and address/ No. of officer to whom reference may be made	Remarks Indicate whether any show cause notice issued or arbitration initiated during the progress of work.
1	2	3	4	5	6	7	8	9	10

SIGNATURE(S) OF APPLICANT(S)

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FORM-C
STRUCTURE AND ORGANISATION

1. Name & Address of the applicant.
2. Telephone No./ Telex No. / Fax No.
3. Legal Status of the applicant
(attach copies of original document defining the legal status.
 - a) An individual
 - b) A proprietary firm
 - c) A firm in partnership .
 - d) A Limited company or corporation
4. Particular of registration with various Government bodies (attach attested photocopy).

Organization /Place of Registration	Registration No.
I.	
II.	
III.	
5. Name and Titles of Directors & Officers With designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work of similar nature before its competition? If so, give name of the project and reasons for abandonment.
8. Has the applicant, or any constituent partner in case of partnership firm, ever been Debarred / black listed for tendering in any organization at any time? If so, give details.
9. Has the applicant, or any constituent partner in Case of partnership firm, ever been convicted by A court of law? If so, give details.
10. In which field of Environment Impact Assessment the applicant has specialization and interest?
11. Any other information considered necessary but not included above.

SIGNATURE (S) OF APPLICANT (S)

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FORM-D**DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

S. No.	Designation	Total Number	Number available for this work	a* Name stipulated date of Completion	Qualification	Professional experience & nature of work carried out	How these involved in this work	Remarks
1	2	3	4	5	6	7	8	9

SIGNATURE(S) OF APPLICANT(S)

Identify the key personnel and their bio-data Form D-1 who will be involved in this work by making a* in column-5

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FORM : D-I**CURRICULAUM VITAE OF "KEY PERSONNEL"**

1. The applicants must fill information in each column without fail.
2. In case of nil information, NIL should be field in.
3. Additional sheets could be attached, wherever, space is not enough.

Part-I	Key Personnel	
1	Name	
2	Date of Birth	
3	Qualifications	Subject, year of acquisition
4	Specialization	
5	Length of General Professional Experience	Details of companies served, Names of Projects executed /investigated, duration and nature of experience to be given in Chronological Sequence starting from latest to the oldest assignment.
6	Length of specialized experience in execution of Environmental Impact Assessment.	Details of companies served, Name of Project investigated, duration and nature of experience to be given in Chronological Sequence starting from the latest to the oldest assignment
7	Period of continuous Employment with Applicant/Consultancy Firm.	

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Certificate:

The information furnished above is true to my knowledge and belief. I am aware that any misinformation or its concealment which forms the basis of pre-qualification, is liable for any action against the firm, which could include of the agreement and/ blacklisting.

Name and Signature
Of the key Personnel

Name & Signature of
Authorized Signatory of the
Consultancy Firm with Seal

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FORM D-2**WORK PROGRAMME AND TIME SCHEDULE FOR KEY PERSONNEL**

S. NO.	Name of key personnel	Position in project	Months (in the form of bar-chart) 1 2 3 4 5 6	Total No. of months
1	2	3	4	5

Note: Use solid lines for continuous inputs and broken lines for intermittent inputs.

SIGNATURE(S) OF APPLICANT(S)

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FORM -E**WORK PROGRAMME AND TIME SCHEDULE FOR THE PROJECT**

Item of Work / Activities	Months (in the form of bar-chart)
	1 2 3 4 5 6

SIGNATURE(S) OF APPLICANT(S)

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LETTER OR TRANSMITTAL OF FINANCIAL PROPOSAL
DOCUMENTS

The Executive Engineer

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Subject: Submission of Pre-qualification documents for Consultancy service for conducting Environment Impact Assessment Consultancy service as per Ministry of Environment & Forest, Govt. of India, Environment Impact Assessment Notification 1994 as amended up to date for the development of Bhalswa Lake Complex. Area 92 Hac. (approx.)

The works are situated in Delhi, New Delhi.

General features and major components of the work are Indicated in the Terms of Reference.

Sir,

Having examined the details given in Tender Notice and Tender Document for the above work. I/We hereby submit the financial proposal in the prescribed performa.

1. I/We hereby certify that all the statements made in the post-qualification document and information supplied in the enclosed forms and accompanying statement are true and correct.
2. I/We have furnished all information and details asked for and have no further pertinent information to supply as per requirement.

Enclosures :

Sale of Applicant

Date of Submission

SIGNATURE (S) APPLICANT (S)

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3. SCOPE OF THE SERVICES/WORK

- 3.0 The scope of services / work is to secure Environment clearance of the said "project" from the Ministry of Environment and Forests, New Delhi including preparation of all the necessary documents etc. & guiding the "Employer's representative" and/or the "Engineer-in-Charge" in all related activities as per MOEF notification complete :
- 3.1 To conduct the EIA study. Prepare the detailed Project Report (DPR) including the Environment Impact Assessment (EIA) report and Environment Management Plan (EMP) as per requirement of MOEF detailed in Schedule II of S.O. 60 & EIA guidelines of MOEF with upto date amendments including all necessary data / detailed collection & documentation, carrying out all required field investigations / surveys / tests and all required laboratory tests etc. The EIA / EMP shall contain defined strategy for undertaking the responsibility & funding of the proposal and evaluation of the likely environment impact during the construction period.
- 3.2 To submit the requisite number of copies as per terms of this agreement to the "Engineer-in-Charge".
- 3.3 To ensure that the DPR including the EIA report and EMP is not rejected due to submission of insufficient or inadequate data/details.
- 3.4 To present the DPR to the SPCB and the MOEF, make amendment/submit additional data/details as required and represent for necessary processing/clearance at required stages.

4.0 "A UTHENTICITY OF DATA & FACTS"

- 4.1 The consultant shall not conceal any factual data or submit false, misleading data reports, decisions and field studies. The Employer may recover damages and consultant fee already paid for such work if misconduct is detected at any stage.

5.0 DUTIES OF THE "EMPOYER'S REPRESENTATIVE/ENGINEER-IN-CHARGE"

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- 5.1 GENERAL SITE DATA** - The Engineer In-charge shall provide the survey plans, photographs of the site and geo-technical data of the site. In case the consultant requires an authority letter from the "Engineer-In-charge" for any state or local authority for collection of data or document(s), the same shall be provided on request.
- 5.2 ACCESS TO SITE** - The Engineer-In-Charge shall allow access to the site and allow all kinds of field tests and surveys and access to site for related local representatives, District Collector, State Pollution Control Board and other officials at all times subject to any restrictions laid down by the local authorities.
- 5.3 NODAL OFFICER** - The Engineer-In-Charge shall be the nodal officer to interact with the consultant to facilitate this work.

Costs to be borne by the Employer — The cost to be borne by Employer are as

1. Cost and preparation and reports as per para 3.
2. Costs towards expenses (excluding expenses of consultant) for holding any "site meeting during visits of officials from MOEF, CPCB..SPCB and State Government".
3. Laboratory test/analysis by environment laboratories / analysts recognized by MOEF as per approval of Engineer-In-Charge.

6.0 CONDITIONS

- 6.1** The consultant shall undertake all required visits to site(s) offices of "Employer's representative" / Engineer-In-Charge offices of MOEF/CPCB, offices of state/local authorities and/or SPCB at his own cost.
- 6.2** The consultant shall be required to quote a lump sum fee (Agreement Value) at the designated place in the subsequent Para. **Service tax, as applicable shall be deemed to be included in the "(Agreement Value)" as quoted by the consultant. Nothing extra whatever shall be payable on this account.**
- 6.3** The Consultant in the methodology of work submit the names & address of the environmental laboratories / analysts recognized by MOEF which are proposed to be associated/engaged by him for collections of samples, laboratory analysis etc. The costs towards collections of samples,

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laboratory analysis etc. shall be borne by the employer. The consultant shall remain fully responsible for the work done by such laboratories/analysts associated/engaged by him.

- 6.4 The applicant should arrange all the equipment and the instruments etc as required for the proper and timely execution of the work.
- 6.5 The date of start of work in this agreement shall be reckoned from the 10th day after the date of written orders to commence the work.
- 6.6 The consultant, on acceptance of his tender by the employer, shall, within seven days of the stipulated date of start of work, sign the agreement.
- 6.7 The reports and any other documents envisaged under this agreement shall be supplied by the consultant as indicated below :
 - i) One original and **three hard copies** of each document including DPR test reports, field documents, drawings etc.
 - ii) One soft copy - on a CD, of all the documents except test reports and other documents received by the consultant from slate / local authorities.
 - iii) If there is any revision in any report and other documents for any reason, equal number of same shall be supplied by the consultant without extra charge. All these reports & documents shall become the property of the Employer and he will have the right to use the same anywhere else without any payment of royalty to the consultant.

7.0 TIME FRAME

The flow of activities and the maximum time frame for the work shall as follows:

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S.NO.	ACTIVITY	TIME ALLOWED	CUMULATIVE TIME FROM DATE OF START
STAGE-I			
1.	To obtain basic site data, work out sanctioned capacity, present general program and methodology of work, detailed information requirements & submit to employer.	10 Days	10 Days
2.	<u>To conduct studies and make preliminary outline of methodology for EIA and make issue to the Employer & make necessary modifications with comments.</u>	20 Days	20 Days
STAGE-II			
3	Conduct field data collection	40 Days	70 Days
4.	Conduct studies of E1A and make schemes.	30 Days	100 Days
5.	Present draft of DPR (stage-A) after #3 & #4	14 Days	114 Days
6.	Discuss DPR with "Employer's Representative", SPCB. state govt. and other related agencies.	12 Days	126 Days
7.	Make amendments in the draft DPR (stage-B)	14 Days	140 Days
STAGE-III			
8.	Submit final DPR,	20 Days	160 Days
9.	Following processing of DPR in MOEF (IAA), submit additional information / data / details as required and securing environment clearance.	20 Days	180 Days

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Note: There are numerous activities that may overlap and may commence earlier. The consultant shall make all out efforts for early processing of DPR in MOEF (IAA) for Environmental Clearance.

9.0 PAYMENT OF FEE (AGREEMENT VALUE)

9.1 The stages of payment of fee (agreement amount) shall be as follows :

S.NO.	Successful completion of stage	Percentage of Agreement Value
	Activity mentioned above in time frame.	
1.	Stage-I, # 1 and # 2	FIVE
2.	Stage-II, # 3 and # 4 and #5	TWENTY
3.	Stage-II, # 6 and # 7	FIFTEEN
4.	Stage-III, # 8	THIRTY
5.	Stage-IIIIm # 9	THIRTY

10.0 SECURITY DEPOSIT

10.1 An Amount equivalent to 5% (five per cent) of the gross amount payable to the consultant shall be deducted progressively from each bill for fulfilling the terms of agreement faithfully and honesty. The security deposits will be refunded after receipt of the Environmental clearance from the MOEF. Security deposits can, however, be replaced by FOR pledged in favor of Sr. A.O. CAU (NZ), DDA and issued by the nationalized scheduled banks guaranteed by Reserve Bank of India. .

10.2 Income tax along with surcharge and other taxes etc. as applicable, will be deducted from the running and final payments. NO SERVICE TAX SHALL BE PAID EXTRA.

11.0 PERFORMANCE GUARANTEE BOND

- i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (five percent) of the Agreement value (tendered amount) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract

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agreement (not withstanding and / or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-charge upto maximum period of 7 days on written request of the consultant stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This Guarantee shall be in the form of Govt. Securities or fixed deposit receipts of Guarantee Bond of any scheduled Bank Or the state bank of India, in accordance with the form annexed here to (From F). in case of fixed deposit receipt of any bank is furnished by the contractor of DDA, as a part of the performance guarantee and the bank is unable to make the payment against the said fixed deposit receipt, the loss caused hereby shall fall on the consultant and the consultant shall forth with on demand furnished additional security to the DDA to make good the deficit.

- ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the performance guarantee in any of the prescribed form is received. In case of failure by the consultant to furnish the performance guarantee giving the specific period, Govt. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money absolutely.
- iii) The performance guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for Completion of works get enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for" completion of work. After recording of the completion certificate for the work by the completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be refunded to the contractor, without any interest.
- iv) The Engineer-in-charge shall not make a claim under the performance guarantee except for amount to which the DDA is entitled under the contractor (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of :-

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- a) Failure by the consultant to extend the validity of performance guarantee except for amount to which the DDA is entitled under the contract (notwithstanding and/ or without prejudice to any other provisions in the contract agreement in the even of :-
- b) Failure by the consultant to pay DDA any amount due, either as ¹ agreed by the consultant or determined under any of the clauses conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer-in-charge.
- v) In the event of the contract being determined or rescinded under provisions of any of the clause / condition of agreement, the performance guarantee shall stand forfeited in full shall be absolutely at the disposal of the DDA. (Specimen of performance guarantee bond given as per Form F) ¹

12. DELAY IN CARRYING OUT THE CONSULTANCY WORK

The time allowed for carrying out the work, as specified, shall be strictly observed by the consultant and shall be deemed to be essence of contract. The work shall throughout the stipulated period of agreement, be processed with all diligence and in the event of failure of the consultant to complete the work within time scheduled as specified above or subsequently notified to him, the consultant shall pay as compensation amount equal to one percent or such smaller amount as the Employer may decide on the "Agreement Value" for everyday that the work remains unfinished after the specified date subject to a , maximum of 5% of the "Agreement Value".

13. ABANDONMENT OF WORK

That if the consultant abandons the work for any reason what-so-ever or becomes incapacitated from action as consultant as aforesaid, the Employer may make full use of all or any of the work done and submitted by the consultant and the consultant shall be liable to refund any excess fees paid to him up to that date plus to pay such damages as may be assessed by the Employer. In case said excess fees paid are not refunded by the consultant, such due amount to Employer shall be a debt on the consultant and shall be liable to be recovered by the Employer.

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That if the Employer abandons the work for any reason whatsoever, the consultant shall be paid for the service carried out and duly approved by the Employer in writing. The payment will be determined on the basis of break of the Agreement value.

14.0 TERMINATION

The employer without any prejudice to its right against the consultant in respect of any delay or otherwise or to any claims or damage in respect of any breaches of the agreement and without prejudice of any rights or remedies under any of the provisions of this agreement, may terminate the agreement by giving seven day notice in writing to the consultant and in the event of such termination, the consultant shall be liable to refund the excess payment, if any, made to him over and above what is due in terms of this agreement on the date of termination and the Employer may make full use of all or any of the reports and any other documents prepared and submitted by the consultant. In case said excess fees paid are not refunded by the consultant and no amount or inadequate amount is available with Employer, such due amount of Employer shall be a debt on the consultant and shall be liable to recovered by the Employer.

15. ARBITRATION

In the event of any dispute between the parties in respect of the meaning or interpretation of the agreement, or covering anything herein contained or the validity of the enforcement thereof which cannot be settled mutually the decision of Vice Chairman, DDA shall be final and binding. If the consultant does not make demand against any dispute in respect of any item in writing 90 days of receiving intimation from the employer that the final bill is ready payment, the claims (s) of the consultant will be deemed to have waived and absolutely barred and the employer Shall be discharged and released of all liabilities under the agreement in respect of all such claims.

All disputes arising out of the contracts to be signed with the Consultant shall be subject to the jurisdiction of Delhi Court only.

The consultant shall continue to perform their with diligence notwithstanding the fact that dispute or any dispute or difference has arisen.

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16.0 GUARANTEE

- 16.1 The consultant shall re-work/re-prepare at his cost any portion of the work, which due to his failure to use reasonable of skill gets rejects and / or is not accepted by the "Engineer-in-charges" and/or CPCB /SPCB / MOEF.
- 16.2 The employer may make good any losses by recovery from dues of the consultant in case of failure to comply with the terms and conditions of this agreement. In case no amount or inadequate amount is available with Employer, such due amount to Employer shall be a debt on the consultant and shall be liable to be recovered by the Employer.

17.0 DETERMINATION OR RECISSION OF AGREEMENT

- 17.1 The Employer without any prejudice to his rights against the consultant in respect of any delay by seven day notice in writing may determine or rescind the agreement in any of the following cases :-
- (i) If the consultant being a company shall pass a resolution or the court shall make an order that the company shall, be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitles the court or creditor to appoint a receiver or a manager which entitles the court to make up winding order.
 - (ii) If the consultant commits breach of any of the terms of agreement.

17.2 PAYMENT UPON DETERMINATION OR RECISSION OF AGREEMENT.

In the event of determination or recession of the contract, the employer shall issue a certificate for the value of the work done less payment paid up to the date issue of certificate. If the total amount due to the date of issue of certificate. If the total amount due to employer

exceeds any payment due to the consultant, the different shall be recovered by the employer from the available security deposit and performance guarantee, which shall forfeited absolutely, and if it is not adequate, any amount due to employer shall be a debt on the consultant and shall be liable to recovered by the employer.

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- (a) The scrutiny of the documents (submitted by the consultant) by the Employer's Representatives" or his authorized representative' if any, does not absolve the consultants of their responsibility under agreement. The consultant shall remain solely responsible for soundness of the work done by him or by the associates / specialists engaged, if any, by him.
- (b) The fees paid as provide herein shall be in full discharge of functions to be performed by the consultant and no claim whatsoever shall be against the Employer in respect of any proprietary rights or copy rights on the part of any other party. The consultant shall indemnify and keep indemnified the Employer against any such claims and again all costs and expenses paid by the Employer in defending himself against such claims.

19.0 AGREEMENT VALUE (To be submitted with the financial bid)

I/We certify that/we have read all the scope of work and all the terms and conditions mentioned above and I/We agree to each of terms.

I/We hereby quote a sum of Rs.....) as our fee chargeable for the said scope of work, payment schedule and terms and conditions.

(Consultant's Signature and Address)

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FORM-F**FORM OF PERFORMANCE SECURITY****BANK GUARANTEE BOND**

In consideration of the Chairman, DDA (hereinafter called "the DDA") in having agreed under the terms and consideration of agreement No.....dated.....made between.....and.....(hereinafter called the said consultant(s) (here in after called, the said agreement), having agreed to production.

- a) Irrecoverable Bank guarantee for..... (Rupees from the consultants) for compliance of this obligations in accordance with the terms & conditions in the said agreement, we indicate the name of the bank) have not undertake to pay to the DDA an amount no exceeding demand by the DDA.

We.....do hereby undertake to pay the amounts due and payable under this guarantee, (indicate the name of the Bank.

Without any demure, merely on a demand from the DDA stating that the amount claimed is required to met the recovery due or likely to be due from the said consultant(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to the amount not exceeding Rs.....only.

I/We, the said bank further undertake to pay to the DDA any money so demanded not withstanding any dispute or disputes used by the consultant(S) in any suit or proceeding pending before any court or Tribunal relating thereto out liability under the payment so made by us under this bond shall be a valid discharge of our liability for payment here under and the consultant (s) shall have not claim against us for making such payment.

I/We..... further agree that the guarantee herein contained shall remain in full force (indicate the name of the Bank).

The effect during the period that would be taken for (he performance of the said agreement and that it shall continue to be enforceable till all the dues of the DDA under or by virtue of the said agreement have been fully paid its claim satisfied or discharged or till Engineer-in-charge on behalf of the DDA certified

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that the terms and conditions of the said agreement have been fully and properly carried out by (he said consultants) and accordingly discharge this guarantee.

I/We..... further agree with the DDA that the DDA shall have.
(indicate the name of the bank).

The fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extent time of performance by the said consultant(s) from time to time postpone for the time or from time to time any of the power exercisable by the DDA against the said consultant(s) and to for bear or enforce of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of such deviation or extension being granted to the said consultant (s) for any forbearance, act of omission on the part of the DDA or any indulgence by the DDA to the said consultants) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relievings.

This guarantee will not be discharged due to the charge in' the constitution of the Bank or the consultant(s).

I/We _____ lastly undertake not to revoke this guarantee except (with the name of the Bank) Previous consent of the DDA in writing.

This guarantee will not be shall be valid up to Unless extended on demand by DDA not standing anything mentioned above, our liability against this guarantee is restricted to...only) and unless a claim in writing is lodged within six months of the date of expiry or the extended dale of expiry of this guarantee all liabilities under this guarantee shall stand discharged.

Verified the.....day of.....for the.....
..... (indicate the name of bank).

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SCHEDULE OF QUANTITY

Name of work : Consultancy services far conducting Environments Impact Assessment of Bhalsua Lake Complex.

Sr. No.	Description of item	Qty.	Unit	Rate	Amt.
1.	Consultancy services for conducting environmental impact assessment as per Ministry of Environment and Forest Govt. of India Impact Assessment Notification 1994 as emended upto date for development of Bhalsua Lake complex (Approx area 92 Hact.) and as per direction of Engineer-in-charge.	01 Job	Each		

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